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VIA ECF

Hon. Edgar Ramos, U.S.D.J.
United States District Court
Southern District of New York
40 Foley Square
New York, NY 10007

Re: *Haddoumi, et al v. Ambiance Wine LLC. et al*, 18-cv-8651 (ER)

Dear Judge Ramos,

We represent Plaintiffs Maryem Haddoumi and Andrea Vugec (“Plaintiffs”) in the above-referenced action. We write to inform the Court that despite our numerous attempts to finalize the terms of a settlement that is acceptable to both the Court and the Parties, we have been unsuccessful. Accordingly, we respectfully request that the Court re-open the case and set a date for a pre-trial conference.

By way of background, this case involves claims under the Fair Labor Standards Act (“FLSA”) and was referred by Your Honor to early mediation. *See* Dkt. entry no. 20. Prior to a mediation being held, Plaintiffs sought a premotion conference for their anticipated motion to dismiss Defendants’ counterclaims for lack of subject matter jurisdiction. A mediation was held on February 14, 2019 during which the Parties agreed on a settlement in principal and executed a term sheet where by Defendants agreed to make the first payment in March 2019 and the balance of the payments over the next seven months. Upon being informed of the settlement in principal, Your Honor cancelled the premotion conference. In April 2019, the Parties submitted a joint motion for settlement approval (*id.* at no. 33), however, in June 2019, the Court denied the Parties’ motion for settlement approval in large part because the settlement agreement included a general release of all claims Plaintiffs may have against Defendants. *Id.* at no. 35. Thereafter, the Parties negotiated a revised settlement that would dismiss Plaintiffs’ claims without prejudice as sanctioned by the Courts June 21, 2019 Order. Defendants’ counsel drafted a revised settlement agreement in accordance with those terms and Plaintiffs immediately signed it. Despite the fact that they agreed to the new terms of the agreement and they circulated the revised agreement, Defendants never signed it and have essentially ghosted us since. In the interim, we have made numerous attempts to secure a signed agreement, but our efforts have

proven to be fruitless. In short, Defendants have taken advantage of a Court Order that was intended to protect Plaintiffs—by disapproving of an overbroad release—and have used the Order to stymie Plaintiffs’ efforts to be paid the sums Defendants agreed that they would start paying in March 2019.

In any event, there is no standing settlement of this case. Further, in light of Defendants’ shiftiness, Plaintiffs are no longer prepared to enter into an agreement that is not submitted to the Court for approval. Given the foregoing, we respectfully request that the Court re-open the litigation and schedule an initial conference as well as a pre-motion conference to discuss Plaintiffs’ motion to dismiss.

The undersigned respectfully notes that I am unavailable for a conference on September 30, October 1, 9, and 14-22 as I will be away from the office in observance of Jewish holidays.

We thank the Court for its attention to this matter.

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cc: All Counsel of Record (via ECF)